or assumption of dominion without manual interference is often sufficient. *Throop v. Maiden,* 52 Kans. 258, 34 Pac. 801; *Boslow* v. *Shenberger,* 52 Neb. 164, 71 N. W. 1012, 66 Am. St. Rep. 487. See *Dorrier* v. *Masters,* 83 Va. 459, 2 S. E. 927. Thus a levy may be good as against the defendant in the writ, when it would not be good as to third persons. This is based upon the fact that the defendant's conduct may amount to a waiver or an estoppel or an agreement that there shall be a levy, even in the absence of overt arts on the part of the officer. *Taffts* v. *Manlove,* 14 Cal. 48, 73 Am. Dec. 610; *Throop* v. *Maiden, supra.* Again the nature of the property may render it sufficient that the officer do on the premises some open and unequivocal act which as nearly as possible amounts to a seizure, and indorse the levy on the writ. *Boslow* v. *Shenberger, supra.* Thus where execution is sought to be levied on growing crops, the taking of which would necessarily mean their destruction, or on ponderous or immovable property, or on the contents of a locked receptacle or safe, or where the taking of actual possession is unfeasible or impractical, an assertion of authority and the posting of notices, or the calling of witnesses has been deemed sufficient. *Bank of Holton* v. *Duff* (Kans.), 94 Pac. 260, 16 L. R. A. (N. S.) 1047; *Davidson* v. *Waldron,* 31 Ill. 120, 83 Am. Dec. 206; *State* v. *Fowler,* 88 Md. 601, 42 Atl. 201, 42 L. R. A. 849, 71 Am. St. Rep. 452 (levies on growing crops); *Smith* v. *Clark,* 100 Ia. 605, 69 N. W. 1011; and note in 41 L. R. A. (N. S.) 764 (contents of locked receptacles). In the principal case, however, there was neither actual interference with the stock or any part of it, and the act of the deputies in entering the premises and merely announcing their purpose, in the absence of any symbolical act, cannot be construed as such an assumption of authority as to bring the case under the above cited decisions. *Meyer* v. *Missouri Glass Co.,* 65 Ark. 286, 45 S. W. 1062, 67 Am. St Rep. 927; *Hibbard* v. *Zenor, supra.*

GARNISHMENT—JURISDICTION OF DEFENDANT.—Where plaintiff sought, by a proceeding in garnishment, to subject certain accounts of the defendant in a local bank to the payment of any judgment that might be obtained against him, *held,* the court had jurisdiction to render judgment, though the service is by publication and the defendant does not appear. *State, ex rel., Bank of Herrick* v. *Circuit Court of Gregory County,* (S. D. 1913), 143 N. W. 892.

The principal case illustrates an assumption of jurisdiction, which since the decisions in *Harris* v. *Balk,* 198 U. S. 215, 25 Sup. Ct. 625, 49 L. Ed. 1023, 3 Ann. Cases 1084; and *L. & N. R. Co.* v. *Deer,* 200 U. S. 176, 26 Sup. Ct. 207, 50 L. Ed. 426, is entitled to full faith and credit in the several states. In the earlier cases in this country much learning was expended in an effort to determine, for the purposes of garnishment, the original situs of the debt. See *Nat. Broadway Bank* v. *Sampson,* 179 N. Y. 213, 71 N. E. 766; *L. & N. R. Co.* v. *Nash,* 118 Ala. 477, 23 So. 825, 41 L. R. A. 331, 72 Am. St. Rep. 181; *Ill. Cent. R. Co.* v. *Smith,* 70 Miss. 344, 12 So. 461, 19 L. R. A. 577 and note, 35 Am. St. Rep.651. But it is now well settled that, where the question is merely one of power, a consideration of the situs of the debt is unnecessary. *Harris* v. *Balk, supra; L. & N. R. Co.* v. *Deer, supra;*

Harvey v. *G. N. R. Co.*, 50 Minn. 405, 52 N. W. 905, 17 L. R. A. 84; *Wyeth Mfg. & Hdw. Co.* v. *Lang & Co.*, 127 Mo. 242, 29 S. W. 1012, 27 L. R. A. 651, 48 Am. St. Rep. 626; *So. Pac. R. Co.* v. *Lyon & Co.*, 99 Miss. 186, 54 So. 728, Ann. Cases 1913 D 800, overruling, *Ill. Cent. R. Co.* v. *Smith, supra.* And this is true even to the extent of applying the exemption laws of the forum. *C. R. I. & P. R. Co.* v. *Sturm*, 174 U. S. 710, 19 Sup. Ct. 797, 43 L. Ed. 1144. A distinction may, however, be noted between situs for the purpose of jurisdiction and situs for the purpose of determining the rights of the parties. In the latter case considerations of justic and public policy would seem to enjoin on the courts an attention to the situs of a debt. which may be wholly disregarded where the question is merely one of power. ROOD, GARNISHMENT, Art. 246; *Mason* v. *Beebe*, 44 Fed. 556.

INSURANCE—EFFECT OF TEMPORARY BREACH OF VACANCY CLAUSE.—A fire insurance policy provided that the whole should be void if the premises should become vacant and remain so for more than 30 days without the consent of the insurer in writing. The premises were allowed to become vacant for more than 30 days but were reoccupied before the fire. *Held,* the vacancy worked a forfeiture of the policy and not merely a suspension of the risk, and the subsequent reoccupancy did not revive the insurance. *Dolliver* v. *Granite State Fire Insurance Co.* (Me. 1913), 89 Atl. 8.

The case is one of first impression under the Maine standard form of fire insurance policy. The particular clause in question follows the wording of the Massachusetts standard policy and is almost identical with that used in the New York standard form. Vacancy for more than a specified time is one of a number of conditions, the breach of which, most policies declare, will render the insurance void. But the authorities are in conflict upon the question of the effect of a temporary breach of these conditions which is not a contributing cause of the loss. *Sumter Tobacco Warehouse Co.* v. *Phoenix Ins. Co.*, 76 S. C. 76, 56 S. E. 654, 10 L. R. A. (N. S.) 736, holds that a temporary increase in risk, which has terminated before the fire and is not one of its causes, merely suspends the policy. But see *Kyte* v. *Commercial Union Assur. Co.*, 149 Mass. 116, 29 N. E. 361, 3 L. R. A. 508, where it is held that the insurance was rendered void. The same difference of opinion exists as to the effect of the condition as to incumbrances. See *German American Ins. Co.* v. *Humphrey*, 62 Ark. 348, 35 S. W. 428, 54 Am. St. Rep. 297, holding the policy forfeited by reason of a temporary breach of such a conditions, and *Bern* v. *Home Ins. Co.*, 110 Iowa 379, 81 N. W. 676, 80 Am. St. Rep. 300, holding it merely suspended. For condition as to other insurance see *Obermeyer* v. *Glove Mut. Ins. Co.*, 43 Mo. 573, contra, *Georgia Home Ins. Co.* v. *Rosenfield*, 95 Fed. 358; and as to an unauthorized use of the premises see *Concordia Fire Ins. Co.* v. *Johnson*, 45 Pac. 722, contra, *Kircher* v. *Milwaukee Mechanics Mutual Ins. Co.*, 74 Wis. 470, 43 N. W. 487, 5 L. R. A. 779. It is remarkable that although in most policies the same clause avoids the insurance for the breach of all of these conditions the decisions in some states differ as to its effect in the case of different conditions. The authorities are divided upon the question of the effect of a